

INVITATION FOR BIDS (IFB) NO. 98-071
TO
FURNISH, DELIVER, AND INSTALL
MICROFORM READER/PRINTERS
ON A LEASE PURCHASE BASIS
FOR
HAMILTON LIBRARY
UNIVERSITY OF HAWAII AT MANOA
HONOLULU, HAWAII

MAY, 1998

BOARD OF REGENTS
UNIVERSITY OF HAWAII
HONOLULU, HAWAII

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Reader/Printers on a Lease Purchase Basis for Hamilton Library,
University of Hawaii at Manoa, Honolulu, Hawaii

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**IT IS THE RESPONSIBILITY OF ALL BIDDERS TO CHECK THE TABLE OF CONTENTS
TO CONFIRM THAT ALL PAGES LISTED THEREIN ARE CONTAINED IN THEIR BID
PACKAGE.**

BIDDER'S REMINDER:

Tax Clearance Certificate or OPRM Form 128, CERTIFICATION FOR TAX
CLEARANCE, (see Special Provisions).

NOTICE TO BIDDERS

BID FORMS for IFB No. 98-071, Microform Reader/Printers on Lease Purchase Basis, will be available from and received in the OFFICE OF PROCUREMENT, PROPERTY AND RISK MANAGEMENT, UNIVERSITY OF HAWAII, 1400 LOWER CAMPUS ROAD, ROOM 15, HONOLULU, HAWAII 96822, (an unofficial copy of the IFB is available on the Internet at <http://www.state.hi.us/bids/notice01.htm>) and must be submitted no later than 2:30 p.m., May 21, 1998, and at that time will be publicly opened.

Bids received after the time and date fixed for opening will not be considered.

Vendors located outside the Island of Oahu, Hawaii, USA, may request an official copy of the IFB to be sent via U.S. Postal Service by providing the vendor's name, address, contact person and telephone number. If express shipment is desired, requests must be submitted in writing with an account number, BILLABLE TO THE RECEIVER, and an authorized signature. Requests may be transmitted via facsimile, (808) 956-2093. Direct all questions to Bruce Isaacs, (808) 956-8634.

Kenneth P. Mortimer
President, University of
Hawaii and Chancellor,
University of Hawaii at Manoa

Advertised: Honolulu Star-Bulletin
Issue of: May 7, 1998

NOTICE TO BIDDERS

OPPRM FORM 115

BUSINESS CLASSIFICATION CERTIFICATION STATEMENT

(See Official Document)

BID FORM
TO
FURNISH, DELIVER, AND INSTALL
MICROFORM READER/PRINTERS
ON A LEASE PURCHASE BASIS

Office of Procurement, Property
and Risk Management
University of Hawaii
1400 Lower Campus Road, Room 15
Honolulu, Hawaii 96822

To Whom It May Concern:

The undersigned has carefully examined the INVITATION FOR BIDS (IFB) NO. 98-071, TO FURNISH, DELIVER, AND INSTALL MICROFORM READER/PRINTERS ON A LEASE PURCHASE BASIS FOR HAMILTON LIBRARY, UNIVERSITY OF HAWAII AT MANOA, HONOLULU, HAWAII, and offers to furnish, deliver, and install the equipment for Hamilton Library, Microform Room, Serials Department, 2550 The Mall, Honolulu, Hawaii 96822, in strict accordance with the true intent and meaning of the Invitation for Bids (IFB) and shall complete delivery and installation within NINETY (90) consecutive calendar days from the date designated in the Notice to Proceed, as follows:

BASIC BID

Furnish, deliver, and install FOUR (4) each, Minolta RP606Z Microform Reader/Printers or approved alternate, 60-month lease with option to purchase plan with equal annual payments with no pre-payment penalty and the option to accelerate payments, per Technical Specifications.

*****SUBSTITUTIONS TO BE APPROVED IN ADVANCE*****

Manufacturer and Model No. Offered _____

<u>Monthly Lease Cost</u>		<u>No. of Months</u>		<u>Quantity</u>		<u>Annual Cost</u>
\$_____	x	12	x	4 units	=	\$ <u> </u> (1st year)
\$_____	x	12	x	4 units	=	\$ <u> </u> (2nd year)
\$_____	x	12	x	4 units	=	\$ <u> </u> (3rd year)
\$_____	x	12	x	4 units	=	\$ <u> </u> (4th year)
\$_____	x	12	x	4 units	=	\$ <u> </u> (5th year)
TOTAL AMOUNT, 60-MONTH LEASE					=	\$ <u> </u>

All bid prices shall be f.o.b. destination, including installation costs, interest, and all applicable taxes.

Bidders shall bid on all lease periods in order to be considered for award.

The University reserves the right to increase the quantity at the time of award and the Contractor agrees to furnish and deliver the additional quantity at the unit price quoted herein.

TAX LIABILITY

Both out-of-state and Hawaii bidders are advised that the amount bid on this solicitation is subject to the general excise tax (currently 4%) imposed by Chapter 237, Hawaii Revised Statutes (HRS) and, if tangible property is being imported into the State of Hawaii for resale, the use tax (currently 1/2%) imposed by Chapter 238, HRS. (Refer to Tax Clearance in the Special Provisions and Taxes in the General Provisions.) Bidders are therefore cautioned to consider such taxes in formulating their bids since no adjustments to the prices bid shall be allowed.

BASIS FOR AWARD

The award of contract, if awarded, shall be made to the lowest responsive and responsible bidder on the **TOTAL AMOUNT OF THE 60-MONTH LEASE.**

AMORTIZATION SCHEDULE

With its bid, the Contractor shall provide an amortization schedule listing the equipment purchase price (showing principal and interest) for each monthly period of the SIXTY (60)-month lease. There shall be no prepayment penalty if the University purchases the equipment before the end of the SIXTY (60)-month lease. If the University exercises the option to purchase, and such amounts are fully paid, title of the equipment shall transfer to the University.

SUBSTITUTIONS TO BE APPROVED IN ADVANCE

The manufacturer and model number are used in the Technical Specifications as a measure of quality, style, appearance, and performance.

Any brand or manufacture of equal or better quality to that specified will be considered for acceptance by the University upon submission of a written request for approval of the proposed substitution with manufacturer's literature or brochures containing technical data on the proposed items being offered.

Proposals for substitutions shall not be submitted unless the bidder has the proposed substitution items available for inspection by the University at the time of submittal of the request. Any requests for substitution of items shall be made at least SEVEN (7) calendar days prior to bid opening to permit inspection by the University, no later than 4:30 p.m., May 14, 1998.

The written request shall be submitted in the attached sample format "Request for Substitution."

The statement of variances must list all features of the proposed substitution which differ from the specifications and/or product specified and must further certify that the substitute has no other variant features.

Bidders shall send requests to the buyer, Bruce Isaacs, Office of Procurement, Property and Risk Management, University of Hawaii, 1400 Lower Campus Road, Room 15, Honolulu, Hawaii 96822. The package or envelope containing the request for substitution shall be marked:

Request for Substitution for:
IFB No. 98-071, Microform Reader/Printers on a Lease Purchase
Basis for Hamilton Library
Deadline: 4:30 p.m., (Insert date from IFB)

The University may at its discretion reject or deny any substitution that it deems unequal, and the findings in this regard shall be accepted by the bidders as final and binding.

A bid which includes a substitution shall be considered only if the substitution has been approved in advance by the University.

S A M P L E

Date: _____

Office of Procurement, Property
and Risk Management
University of Hawaii
1400 Lower Campus Road, Room 15
Honolulu, Hawaii 96822

To Whom It May Concern:

Subject: REQUEST FOR SUBSTITUTION

Project Title: _____

In accordance with the "SUBSTITUTIONS TO BE APPROVED IN ADVANCE" clause of the BID section, I hereby submit for substitution TWO (2) sets of technical brochures and statement of variances for your review and approval for the item(s) shown below:

<u>ITEM</u>	<u>SPECIFIED BRAND</u>	<u>SUBSTITUTE OR ALTERNATE BRAND</u>	<u>VARIANT FEATURES</u>
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I further certify that my request for substitution of the above item(s) has no other variant features.

Signature

Title

NOTE:

1. PLEASE USE OWN LETTERHEAD.
2. IF NO VARIANT FEATURE, INDICATE "NONE."

NOTE TO BIDDERS

An acceptable bid must conform in all material respects to this Invitation for Bids. Any of the following may be grounds for disqualification:

1. Taking exception to any of the specifications, terms or conditions contained in the IFB.
2. Placing conditions on the furnishing of solicited goods or services.
3. Inclusion of a quotation or order form containing additional specifications, terms or conditions.
4. Referencing external documents containing additional specifications, terms or conditions.

Bidders are advised that bids are evaluated as submitted and requests by bidders to delete conditions contained in their bids after bid opening cannot be considered.

REFERENCES

The names of companies, addresses, and contact persons for THREE (3) agencies that the bidder has provided microform reader/printers are as follows: (see SPECIAL PROVISION - 4, REFERENCES)

	<u>Company</u>	<u>Contact Person</u>	<u>Address & Telephone No.</u>
1.	_____	_____	_____
2.	_____	_____	_____
3.	_____	_____	_____

In the event that the undersigned is awarded this contract and its remittance address differs from the address shown on the next page, please indicate remittance address below:

_____ Street Address or P. O. Box		
_____ City	_____ State	_____ Zip Code

SIGNATURE PAGE
(See Official Document)

CERTIFICATION FOR TAX CLEARANCE

(See Official Document)

TECHNICAL SPECIFICATIONS

This section indicates the Technical Specifications for the equipment required. The Technical Specifications listed herein are the minimum requirements and are mandatory for an accepted bid.

Furnish and deliver FOUR (4) each, Minolta RP606Z Microform Reader/Printers or approved alternate, with the following specifications:

I. Microform Reader/Printers

- A. Shall be able to perform dry copying on plain paper, variable paper sizes including 8-1/2" x 11", 8-1/2" x 14" in 250-sheet capacity trays, and also able to print a full newspaper page image on one sheet.
- B. Shall have automatically controlled bi-modal polarity printing, which shall not require any change of chemicals to produce positive copies from either positive or negative microform images.
- C. Shall have motorized zoom lens, magnification 13X to 27X (size may be altered upon installation), with 360 degree prism rotation.
- D. Shall have semi-automatic loading, motorized carrier for both 16 mm and 35 mm open reel film.
- E. Shall be universal carrier type, capable of accepting either microfiche or 16 mm or 35 mm microfilm on reels.
- F. Shall be equipped with workstation/floor stand providing a minimum 12" x 12" work surface on each side of the unit.
- G. Shall have automatic exposure control and frame masking.
- H. Each unit shall be equipped with an XCP Escrorend or acceptable alternate, coin-operated equipment, and Danyl Vendamat debit card reader.

II. Lease

A. Term of Contract

- 1. It is the intent of the University to lease the equipment for a period of SIXTY (60) months with no pre-payment penalty for accelerated payments of installments or early completion payment in full. However, since funds are appropriated annually, the initial term of the contract shall commence from the date of installation and acceptance through June 30, 1999; and thereafter shall be

renewed annually for a total of SIXTY (60) months, contingent upon availability of funds. The University may terminate the contract in the event of nonavailability of funds in accordance with Section 103-39, Hawaii Revised Statutes, or if the Contractor fails to perform as specified.

2. In accordance with Section 103-39, Hawaii Revised Statutes, it shall be strictly understood that the contract shall be enforceable only to the extent that funds have been certified as available and that the availability of funds in excess of the amount certified as available shall be contingent upon future appropriations or special fund revenues.
- B. Maintenance: During the term of the lease, the Contractor shall provide factory trained technicians to furnish on-site service to repair the equipment. Costs of the repair service shall be included in the lease price and shall cover all parts, labor, and travel.
1. The repair service shall consist of unlimited service calls which shall be made during regular business hours, 8:00 a.m. to 4:30 p.m., Monday through Friday, excluding holidays.
 2. Repair technicians shall respond within TWENTY-FOUR (24) hours after receipt of a service call from the University.
 3. Upon receipt of a service call, the technician shall:
 - a. Determine the nature and cause of the reported problem.
 - b. Replace any (including "cosmetic") parts determined to be defective or worn due to normal use with new or like new parts.
 - c. Perform services designed to minimize equipment failure and extend useful equipment life, such as, but not limited to cleaning, lubrication, inspection, testing, etc.
 - d. Assure that the equipment is in normal working order and performing to manufacturer's specifications.
- C. Guarantee: During the term of the lease, if the Contractor is unable to maintain the equipment in good working order, upon request and approval by the University, the Contractor shall replace the equipment at no cost to the University, with an identical model or model with comparable features and capabilities. This clause shall not apply to equipment damaged or destroyed due to causes beyond the control and without the fault or negligence of the Contractor.

All questions pertaining to the Technical Specifications shall be directed to Ms. Roberta Winjum, Head, Serials Department, telephone (808) 956-6639.

Bidders are cautioned to review the Technical Specifications carefully and thoroughly. Objections to or requests for clarification of the specifications shall be made in writing in accordance with the General Provisions to the Office of Procurement, Property and Risk Management prior to the submittal of a bid. The submittal of a bid shall be considered as acceptance of the specifications as published.

SPECIAL PROVISIONS

1. SCOPE

The Furnishing, Delivery, and Installation of Microform Reader/Printers on a Lease Purchase Basis shall be in accordance with the terms and conditions of IFB No. 98-071 and the General Provisions dated February 23, 1996 included by reference. Copies of the General Provisions are available at the Office of Procurement, Property and Risk Management, University of Hawaii, 1400 Lower Campus Road, Room 15, Honolulu, Hawaii 96822 or the General Provisions may be viewed at:
<http://www.state.hi.us/bids/notice03.htm>

2. TECHNICAL REPRESENTATIVE OF THE PROCUREMENT OFFICER (TRPO)

The Technical Representative of the Procurement Officer is Ms. Roberta Winjum, Head, Serials Department, telephone (808) 956-6639.

3. DELIVERY AND INSTALLATION

Prior to delivery and installation, the Contractor shall contact the Technical Representative to coordinate delivery and installation of the equipment. Contractor shall install the equipment in accordance with manufacturer's specifications. Final acceptance will be predicated upon complete installation and operation to the satisfaction of the University.

4. REFERENCES

Each bidder shall provide the names of companies, contact persons, addresses and telephone numbers of THREE (3) agencies who can attest to the reliability of the bidder's microform reader/printers (see page BID - 5). The University reserves the right to reject the bid submitted by any bidder whose microform reader/printers on other jobs has been unsatisfactory.

5. MANUALS AND INSTRUCTIONS

The Contractor shall provide the University with operating and maintenance manuals of the microform reader/printers furnished under this contract.

6. WARRANTY

The equipment furnished shall be new and as specified. The Contractor shall warrant that all workmanship and materials of equipment furnished under this contract shall be guaranteed for a period of ONE (1) year from the date of acceptance. The

Contractor shall replace and/or repair any defective workmanship and/or materials at no cost to the University during the period of warranty, provided such defects are not due to abuse or negligence on the part of the University.

7. TITLE AND RISK OF LOSS OR DAMAGE

While on a lease basis, the equipment shall remain the exclusive property of the Contractor who shall bear any loss or damage to the equipment while in transmit or in the possession of the University. However, any loss or damage caused by the negligence of the University, its employees or agents, shall be the responsibility of the University.

8. PAYMENT

The Contractor shall be remunerated monthly upon submission of a properly executed original invoice and ONE (1) copy, indicating the contract number, to Library Services, 2550 The Mall, Hamilton Library Room 111J, Honolulu, Hawaii 96822, no later than THIRTY (30) calendar days following submission of invoice.

9. TRAINING SESSIONS

The Contractor shall provide training sessions on the use and operation of the equipment to be leased under this contract. The Contractor shall coordinate with the Technical Representative to arrange the date, time, and place for these sessions.

10. TAX CLEARANCE FOR CONTRACTS

In accordance with Section 103-53, HRS, bidders shall submit with their bid packages, original tax clearances from the State of Hawaii Department of Taxation and the Internal Revenue Service. In the event bidders are unable to obtain a tax clearance by mail in time to include it with their bid packages, bidders may submit a completed OPPRM Form 128, CERTIFICATION FOR TAX CLEARANCE, in place of the DOTAX Form A-6, with their bid packages. However, an original tax clearance must be provided before contract award. Tax clearances obtained shall certify that all tax returns due have been filed, and all taxes, interest, and penalties levied or accrued under the provisions of Title 14 that are administered by the State of Hawaii Department of Taxation and under the Internal Revenue Code against the bidder, have been paid. This shall apply to all contracts, whether with Hawaii bidders, out-of-state bidders, or nonprofit organizations.

This shall not apply to bidders if the State of Hawaii Department of Taxation certifies that the bidder is in good standing under a plan in which delinquent taxes are being paid to the State of Hawaii Department of Taxation (and the Internal Revenue Service, if applicable) in installments.

Offers that are not accompanied by original tax clearances or OPPRM Form 128, CERTIFICATION FOR TAX CLEARANCE, may be considered as non-responsive and may be rejected.

Any questions pertaining to tax clearances may be addressed to the following:

- a. Internal Revenue Service, Compliance Division - LTC
300 Ala Moana Boulevard, #50089
Honolulu, Hawaii 96850-4922
Telephone No.: (808) 541-1160
- b. Department of Taxation
State of Hawaii
Oahu District Office
P.O. Box 259
Honolulu, Hawaii 96808-0259
Telephone No.: (808) 587-4242
Toll-Free: 1-800-222-3229

11. TAX CLEARANCE FOR FINAL PAYMENT

General Provision 7.2 entitled Tax Clearance, is hereby deleted and shall be replaced by the following:

TAX CLEARANCE FOR FINAL PAYMENT

In accordance with Section 103-53, HRS, final payment for the settlement of the contract will not be made by the University until the Contractor has submitted to the University original tax clearances from the State of Hawaii Department of Taxation and the Internal Revenue Service. Tax clearance shall certify that all tax returns due have been filed, and all taxes, interest, and penalties levied or accrued under the provisions of Title 14 that are administered by the State of Hawaii Department of Taxation and under the Internal Revenue Code against the Contractor have been paid.

Notwithstanding Sections 40-57 and 40-58, HRS, if a Contractor fails to provide the original tax clearances within SIX (6) months of the notice of final settlement or completion date of the contract, the University shall assign the final settlement payment in an amount not to exceed the tax liability to the State of Hawaii Department of Taxation or Internal Revenue Service, provided that the State of Hawaii Department of Taxation may first offset its tax debt against the sum owed to the Contractor. This shall apply to all contracts whether with Hawaii vendors, out-of-state vendors, or nonprofit organizations.

The foregoing shall not apply to the Contractor if the State of Hawaii Department of Taxation certifies that the Contractor is in good standing under a plan in which

delinquent taxes are being paid to the State of Hawaii Department of Taxation (and the Internal Revenue Service, if applicable) in installments.

Any questions pertaining to tax clearances may be addressed to the following:

- a. Internal Revenue Service, Compliance Division - LTC
300 Ala Moana Boulevard, #50089
Honolulu, Hawaii 96850-4922
Telephone No.: (808) 541-1160
- b. Department of Taxation
State of Hawaii
Oahu District Office
P.O. Box 259
Honolulu, Hawaii 96808-0259
Telephone No.: (808) 587-4242
Toll-Free: 1-800-222-3229

12. LEASE AGREEMENT

Upon award, the attached Lease Agreement shall be executed by the parties and shall be incorporated into the contract between the successful Contractor and the University of Hawaii.

LEASE AGREEMENT

(See Official Document)